

LEASE GUARANTY

Do not sign this form unless you understand that you have the same liability as all tenants for rent and other monies owed.



Lease Information	
<b>ABOUT LEASE:</b> Date of Lease <i>(top left hand corner of Lease):</i> <b>January 15, 2020</b>	
Owner's name <i>(or name of apartments):</i> <b>Fox Run at Fulton, LLC</b>	Unit No. of Apartment <b>213-3-A</b> and street address of dwelling being leased: <b>25 Campus View Ct Unit # 213-3</b>
Tenant names <i>(list all tenants on Lease):</i> <b>Gregory Cernera</b>	City/State/Zip of above dwelling: <b>Poughkeepsie, NY 12601</b>
	Monthly rent for dwelling unit: \$ <b>1285.00</b>
	Beginning date of Lease: <b>08/01/2020</b>
	Ending date of Lease: <b>07/15/2021</b>

Guarantor Information <i>Use for one guarantor only (can include spouse of guarantor)</i>	
<b>ABOUT GUARANTOR:</b> Full name <i>(exactly as on driver's license or govt. ID card)</i> <b>Jane Cernera</b>	
Current address where you live: <b>12 Majestic Ave. Lincroft NJ 07738</b>	Phone: _____
Phone: <b>(732) 221-4888</b>	Your Social Security #: _____
Alternate or cell phone: _____	Driver's license # and state: _____
Email address: <b>jcernera12@gmail.com</b>	OR govt. photo ID card #: _____
<i>(Please check one)</i> Do you <input type="checkbox"/> own or <input type="checkbox"/> rent your home?	Birthdate: _____ Sex: _____
If renting, name of apartments: <b>Fox Run at Fulton</b>	Marital Status: <input type="checkbox"/> single <input type="checkbox"/> married <input type="checkbox"/> divorced <input type="checkbox"/> widowed <input type="checkbox"/> separated
Manager's name: _____	Total number of dependents under the age of 18 or in college: _____
	What relationship are you to the tenant(s)? <input type="checkbox"/> parent <input type="checkbox"/> sibling
	<input type="checkbox"/> employer <input type="checkbox"/> other _____
	Are you or your spouse a guarantor for any other lease? <input type="checkbox"/> Yes <input type="checkbox"/> No
	If so, how many? _____

<b>YOUR WORK:</b> Present employer: _____	Email address: _____
Employer's address: _____	How long? _____
Work phone: _____	Position: _____
Alternate phone: _____	Your gross monthly income is over: \$ <b>0.00</b>
	Supervisor's name: _____
	Phone: _____

<b>YOUR SPOUSE:</b> Full name <i>(exactly as on driver's license or govt. ID card)</i> _____	Email address: _____
Driver's license # and state: _____	Present employer: _____
OR govt. photo ID card #: _____	How long? _____
Social Security #: _____	Position: _____
Birthdate: _____	Work phone: _____
Alternate or cell phone: _____	Monthly gross income is over: \$ _____

<b>YOUR CREDIT/RENTAL HISTORY:</b>	To your knowledge, has any tenant listed in this Guaranty ever:
Your bank's name: _____	<input type="checkbox"/> been sued for property damage? <input type="checkbox"/> been convicted (or received an alternative form of adjudication equivalent conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain:
City/State: _____	_____
List major credit cards: _____	_____
To your knowledge, have you, your spouse, or any tenant listed in this Guaranty ever: <input type="checkbox"/> been asked to move out? <input type="checkbox"/> broken a rental agreement? <input type="checkbox"/> declared bankruptcy? or <input type="checkbox"/> been sued for rent?	_____

In consideration for us to enter into the above Lease with the Tenant(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of tenant(s) under the Lease, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease, including landlord's attorney's fees providing the landlord is the prevailing party.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, tenant changes or deletions, unit changes, or renewals in the Lease which may be agreed to from time to time between tenant(s) and us. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the tenant(s) apply to guarantor as well. All tenants, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against tenants in order for you to be liable. This Guaranty is part of the Lease and shall be performed in the

county where the dwelling unit is located. This is a guaranty of payment and not of collection. In the event any action is brought against the tenant for any sums owed, guarantor consents to be named in the original action and hereby submits himself to the jurisdiction of the courts in the county where the property is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease itself or to be named in the Lease. This Guaranty does not have to be referred to. You are ☐ required ☐ not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

**SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

After signing, please return the signed original of this Guaranty **Fox Run at Fulton, LLC**

at *(street address or P.O. Box )* \_\_\_\_\_

or *(optional)* fax it to us at \_\_\_\_\_ Our telephone number \_\_\_\_\_

\_\_\_\_\_  
**Date of signing Guaranty**

\_\_\_\_\_  
**Date of signing Guaranty**

\_\_\_\_\_  
**Signature of Guarantor**

\_\_\_\_\_  
**Signature of Guarantor's Spouse**

State of New York  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_

is/are the person(s) who appeared before me and acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

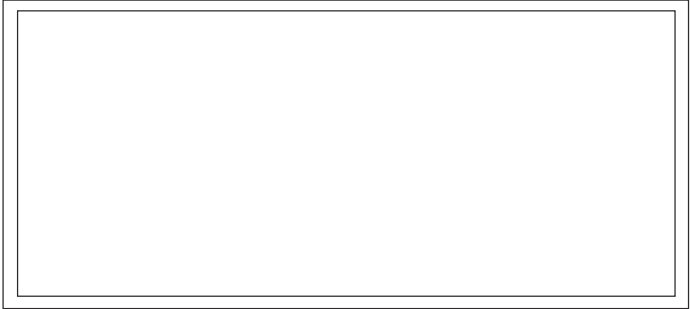
\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Signature of Notary Public

*Note: Signature of Guarantor and Guarantor's Spouse must be notarized if lease is for more than one year.*



*(Use above space for notary stamp/seal)*

**FOR OFFICE USE ONLY**  
Guarantor(s) signature(s) was (were) verified by owner's representative.  
Verification was by ☐ phone or ☐ Face-to-face meeting.      Date(s) of verification \_\_\_\_\_  
Telephone numbers called (if applicable) \_\_\_\_\_  
Name(s) of Guarantor(s) who was (were) contacted \_\_\_\_\_  
Name of Owner's Representative who talked to Guarantor(s) \_\_\_\_\_